



# Consumer Credit Application

2902 So. "M" Street  
 P.O. Box 111240  
 Tacoma, WA 98411-1240  
 253-572-5302 or 1-800-464-5302  
 Fax 253-572-5311

CUST. NO. \_\_\_\_\_

Date	/	/
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Individual Name		Phone #	Fax #
Street Address	City	State	Zip
Billing Address	City	State	Zip

Name	Social Security #	Phone #
Home Address	City	State Zip

Employer	Position	How Long?	Employer Phone #
Employer Address	City	State	Zip

Amount of Credit Requested	Have you filed Bankruptcy in the last 10 years?	Year Filed
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Bank	Branch/City	Phone Number	Contact	Account Number

Personal References	Phone Number	Account Number	Contact
1)			
2)			
3)			

### IMPORTANT - APPLICANT READ BEFORE SIGNING

Upon Pacific Welding Supplies LLC's ("SELLER") approving this application, I (we) ("PURCHASER") agree to pay for all goods purchased Net 30 days. Service charges are at 1.5% per month or 18% annually on all past due accounts and will be applied to any and all past due accounts. **SHOULD IT BECOME NECESSARY TO COLLECT THIS ACCOUNT THROUGH A THIRD PARTY, LEGAL PROCEEDINGS OR OTHERWISE, THE UNDERSIGNED, INCLUDING ENDORSERS, PROMISES TO PAY ALL COSTS OF COLLECTION, INCLUDING ATTORNEY FEES OF NOT LESS THAN 25% OF THE BALANCE DUE, PLUS ANY AND ALL OTHER EXPENSES INCURRED DUE TO COLLECTION PROCEEDINGS. VENUE SHALL BE PIERCE COUNTY, WASHINGTON AT THE DISCRETION OF PACIFIC WELDING SUPPLIES LLC.** All parties hereto have read and fully understand the terms and conditions of this agreement, and by their signatures subscribed hereto, accept the terms and conditions hereof.

Purchaser agrees that in the event of default in the payment of any amount due, and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay an additional charge equal to the cost of collection including reasonable agency and attorney fees and court costs incurred and permitted by laws governing these transactions.

The undersigned hereby consent(s) to Pacific Welding Supplies LLC's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Pacific Welding Supplies LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @1681 et seq..

#### PERSONAL GUARANTEE

I/we guarantee to the terms and conditions stated and do assume liability for payment of said applicant's account. It is understood that the credit will not be extended to said applicant without this personal guarantee.

Printed Name	Signature	Date
_____	_____	_____

## TERMS AND CONDITIONS

### LIMITED WARRANTY AND DISCLAIMER OF CERTAIN LIABILITIES

1. **Product Specifications.** All products, equipment or materials sold hereunder (collectively, the "Products") shall comply with the Compressed Gas Association Standards and shall conform to the standard specifications established by SELLER. All compressed gases sold hereunder shall be delivered in containers which are manufactured and maintained in accordance with the applicable specifications, rules and regulations of the United States Interstate Commerce Commission and the Department of Transportation.

2. **Limitation of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN PARAGRAPH #1 IMMEDIATELY ABOVE AND ON THE FACE OF THIS DOCUMENT, ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, ALL GUARANTEES AND ALL REPRESENTATIONS AS TO PERFORMANCE, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OF TRADE AND INCLUDING ALL IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY AND ALL PRODUCTS, EQUIPMENT OR MATERIALS FURNISHED BY SELLER, ARE EXCLUDED AND DISCLAIMED BY SELLER.

3. **Exclusive Remedy; Disclaimer of Consequential Damages.** In the case of SELLER'S breach of warranty or any other duty with respect to the quality of products, equipment or materials furnished by SELLER, the exclusive remedy therefor shall be replacement by SELLER of the defective products, equipment or materials. SELLER shall not be under any liability to PURCHASER or any other person for damage, loss, injury or expense, whether direct, special or consequential, and whether in the form of personal injury, pecuniary loss, increased expense or otherwise. Failure of PURCHASER to give notice of claim to SELLER within 15 days from the date of delivery of any product shall constitute a waiver by PURCHASER of all claims in respect to such product.

4. **Limitation of Intended Users.** Except as expressly provided by SELLER in writing, SELLER'S products are intended for ultimate purchase by commercial/industrial users and for operation by persons trained and experienced in the use and maintenance of welding equipment and industrial gases. SELLER'S products are NOT intended for consumers or consumer use. SELLER'S warranties do not extend to and no reseller is authorized to extend SELLER'S warranties to, any consumer.

### TERMS AND CONDITIONS UPON WHICH CYLINDERS ARE LOANED

Cylinders remain the SELLER'S property at all times. The Customer shall return each cylinder when empty to the distributing station of the SELLER from which the same was shipped not later than 30 days after its delivery to the Customer. If any loaned cylinder is not returned, the SELLER reserves the right to make a rental or a demurrage charge for all time that such cylinder is away from the SELLER'S said distributing station, which rental or demurrage charge the Customer agrees to pay on demand. Rental or demurrage shall be determined in accordance with the customary method of the SELLER at that location.

The Customer shall pay promptly on demand to the SELLER, at the SELLER'S then established valuation and rates, for the loss of or damage to any of said cylinders or fittings resulting from any cause after delivery thereof to the Customer and until return to the SELLER. Refilling of loaned cylinders except by the SELLER or loan of cylinders without the SELLER'S written consent is prohibited.

### OTHER TERMS & CONDITIONS

A handling charge of 20% or more of invoice value is applicable on all goods returned for credit without SELLER'S consent.

Interest at the rate of 18% per annum will be charged on past due accounts.

The goods covered by this document which were manufactured by SELLER were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

### SECURITY AGREEMENT

In the event the purchase price is not paid when due, and credit is extended to the PURCHASER, then in consideration therefor the PURCHASER grants to SELLER a security interest in the Products, with such interest extending to all parts and pieces as well as proceeds of the Products. SELLER shall have all the rights and remedies of a secured party under the Washington Uniform Commercial Code. SELLER may retain a purchase money security interest in each Product (and its proceeds) now or hereafter purchased pursuant to or based on this agreement until it is paid for in full. In the case of items purchased on different dates, the item first purchased will be deemed paid for first; in the case of items purchased on the same date, the lowest priced item will be deemed paid for first.